

**INVITATION FOR BIDS
(IFB)**

IFB# 05-02-PJ

Issue Date: November 2, 2004

Title: Waste Tire Pile Clean-up (Clean Sweep PRO)

Commodity Code: 92678

Issuing Agency: Commonwealth of Virginia
Department of Environmental Quality
P.O. Box 10009
Richmond, VA 23240

Using Agency And/Or Location
Where Work Will Be Performed: Department of Environmental Quality
91 Waste Tire Piles within the Piedmont Region

Period of Contract: From: Date of Award Through: December 31, 2005.

Sealed Bids Will Be Received Until 2:00 p.m. on December 9, 2004, For Furnishing The Goods/Services Described Herein And Then Opened In Public.

All Inquiries For Administrative Information Should Be Directed To: Patsy Jones, Phone: (804) 698-4448. All Inquiries For Technical Information Should Be Directed To: Allan Lassiter, Phone: (804) 698-4215.

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO: 1st Floor Receptionist Desk, Department of Environmental Quality, 629 East Main Street, Richmond, VA, 23219.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Therein, The Undersigned Offers And Agrees To Furnish The Goods/Services At The Price(s) Indicated In Section VII, Pricing Schedule.

Virginia Contractor License No. _____
Class: _____ Specialty Codes: _____

Name And Address Of Firm:

Zip Code: _____
FEI/FIN NO. _____
Fax Number: (____) _____
E-mail Address: _____

Date: _____
By: _____
(Signature in Ink)
Name: _____
(Please Print)
Title: _____
Telephone Number: (____) _____

PREBID CONFERENCE: A mandatory prebid conference for **Part A** of this solicitation will be held at 10:00 a.m. on November 16, 2004, 7th Floor Conference Room, 629 East Main Street, Richmond, VA. A mandatory prebid conference for **Part B** of this solicitation will be held at 10:00 a.m. on November 18, 2004, 7th Floor Conference Room, 629 East Main Street, Richmond, VA. (Reference: Section III herein). **NO ONE WILL BE ADMITTED AFTER 10:10 a.m.** If special ADA accommodations are needed, please contact Patsy Jones by November 8, 2004.

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Part A

- 1 - DEQ Regional Offices Map (and regional boundaries)
- 2 - Piedmont Region Clean Sweep Waste Tire Pile Database
- 3 - 9VAC 20-150-40 End Uses of Waste Tires
- 4 – Site Access Agreement
- 5 – Load Ticket, Load Summary Report, and Monthly Progress Report and Invoice
- 6 – Vendor Data Sheet

Part B

- A – Vendor Data Sheet
- B – Monthly Progress Report and Invoice

I. PURPOSE:

Part A

The purpose of Part A of this Invitation for Bids is to solicit sealed bids from qualified contractors to remove, process and recycle waste vehicular tires from 91 waste tire piles within the Piedmont Region (PRO) of Virginia. The 91 piles are estimated to contain 579,326 tires. The contractor may process the tires on-site or at a permitted waste tire processing facility and shall use the waste tire material for civil engineering applications, tire-derived fuel or recycled products. All services shall be completed within 12 months of issuance of a contract. The bid shall be based on a price per ton of waste tires removed, processed and used by a DEQ-approved end user.

In successive months, DEQ will issue 4 additional IFBs for similar services in other areas of Virginia including:

Northern Virginia	33 piles	212,300 tires
Tidewater Virginia	124 piles	359,282 tires
Valley and Central	40 piles	365,368 tires
Western Virginia	51 piles	160,750 tires

All together, these contracts will comprise a statewide program called **Clean Sweep**, designed to rid Virginia of all remaining tire piles in 16 months.

Part B

In addition, the purpose of Part B of this Invitation for Bids is to solicit sealed bids from qualified contractors for the recovery (only) of tires at 9 of the 91 piles included in Part A of the IFB, and staging them for ready access by the processing contractor. The other 82 piles are currently readily accessible. See Paragraph II. D. below and the Scope of Work for Part B for more details.

NOTE: A bidder may bid on just Part A, just Part B, or both.

II. SCOPE OF WORK:

Part A

The contractor shall furnish all necessary labor, supervision, equipment, tools, parts, materials and supplies to provide the services listed below:

- A. The contractor shall remove all waste tires, regardless of size, condition or rim status, from all tire piles located within the Piedmont Region (PRO) of DEQ. The area is noted on the map in Attachment 1 and includes the Richmond-Petersburg metropolitan area and areas south and northeast.
- B. The Piedmont region contains 91 tire piles containing an estimated 579,326 tires. DEQ reserves the right to add additional certified piles to this list, provided that none have severe access ratings, as discussed in

paragraph D. below. The piles are listed in the database in Attachment 2. The database is listed alphabetically by locality. Each pile record indicates the pile ID # (6 digits), the locality, the estimated number of tires, the address of the pile and 4 numerical site descriptors:

- the estimated number of tires on rims
- the estimated percentage of non-passenger tires
- the relative slope of the location of the pile
- the access rating (0,1,3 or 5)-0 is most accessible

These descriptors were recorded during field evaluations of each pile and may be helpful in evaluating relative costs.

- C. The contractor shall first cleanup pile 025-003 in Brunswick County, 127-062 in New Kent County, then all piles in Chesterfield County, followed by the City of Richmond, Henrico County and Hanover County. The contractor shall then proceed through all localities south and west of Chesterfield County to the North Carolina border (selecting the order at his discretion) and then completing work on all piles north and east of Hanover County, again selecting the order at his discretion. The contractor shall notify the DEQ Contact Person when work begins and ends on each pile.
- D. 9 of the 91 piles have working slopes of greater than 45 % or access factors of 3 or 5. Before being cleaned up under this Part A Scope of Work, another contractor (see Part B of the IFB) will recover and stage the tires in a readily accessible work area, such that the slopes will become less than 10 % and access factors of 0 or 1. The piles, by ID #, are: 041-003 (Chesterfield Co.) 085-050 (Hanover Co.), 159-006 (Richmond County), 183-005(Sussex Co.), 193-007, 193-050, 193-002, 193-003, 193-004 (Westmoreland Co.).
- E. The tires shall be processed on-site or shall be transported to a tire processing facility that shall have a solid waste management permit issued by DEQ or the equivalent from another state if located in another state. Processing means shredding, crumbing, or combustion for energy recovery. All work shall be performed in compliance with the Virginia Solid Waste Management Regulations (9 VAC 20-80) or applicable solid waste regulations if processed in another state.
- F. Once processed, the waste tire material shall be utilized in an end use as specified in Attachment 3, and includes civil engineering, pyrolysis, energy recovery or recycled products. Information on the end use shall be specified on the Vendor Data Sheet and shall not change unless a written contract addendum is ratified between DEQ and the contractor. A copy of an agreement (financial information may be omitted) between the contractor and the end user must be attached to the Vendor Data Sheet.

- G. The owner of the property of each tire pile will sign a Site Access Agreement with DEQ, giving permission for a DEQ contractor to go onto the property to perform this Scope of Work. A sample of the Agreement is in Attachment 4; note that DEQ must provide the owner the name and phone number of the contractor selected to perform the work. The property owner will not participate in any aspect of this work and will not assume any responsibility or liability for any actions taken by the contractor while on his property. The contractor shall be responsible for any damages it causes while on the property. See Special Terms and Conditions (See Section V).
- H. Tires processed under this Scope of Work are NOT eligible for any end user reimbursements under the Virginia End User Reimbursement Program as authorized by 9 VAC 20-150. Hence, the bid price must reflect all costs associated with completing this project (access, loading, transporting, derimming, processing and end use) without any end user reimbursement payments to any party.
- I. The contractor must have possession of tire processing and related equipment, or will transport tires to a permitted facility that has tire processing equipment, capable of handling all sizes, types and condition of tires. The contractor shall have at least 1 year's experience in processing waste tires from piles in Virginia or other states in the U.S. A description of the equipment owned by the contractor, or to be used at a permitted facility, shall be specified on the Vendor Data Sheet (Attachment 6) and may not be changed unless a written contract addendum is ratified between the contractor and DEQ.
- J. The contractor shall remove all tires on the ground at each site, regardless of tire size, condition or rim status. Final payment for each pile shall not be made until all tires are removed.
- K. The waste tires from each pile shall be weighed on scales certified by the Virginia Department of Agriculture and Consumer Services or equivalent agency if located in another state. Information on the scale to be used shall be specified on the Vendor Data Sheet. Each load of tires or shredded tires will be weighed, with a recording of the empty weight and full weight on a **Weight Ticket** from the same certified scales. Different scales may be used as work progresses through the region but each single load must be weighed empty and full on the same scale. The contractor shall notify the DEQ Contact Person if a change in scales is made.
- L. A **Load Ticket** shall be completed with each load of tires or shredded material removed from each pile, with the Weight Ticket described in K. above attached. The information from each Load Ticket shall then be recorded on a **Load Summary Report** for purposes of quantifying the

amount of tires removed from each pile and to quantify work for billing DEQ each month using the **Monthly Progress Report and Invoice**. The DEQ Contact Person shall have the right to inspect all documents on a daily basis. All 3 forms are listed in Attachment 5. The contractor may computerize these forms for ease of use; however, each form must be printed out and signed by the contractor.

- M. The contractor shall have insurance as specified in the General Term and Conditions (Section IV).
- N. The contractor shall commence the Scope of Work in the order specified in Paragraph II.C. within 20 days after a Commonwealth of Virginia Standard Contract has been executed by the contractor and DEQ. The contractor shall then proceed with cleanup work as specified in II.C. All services shall be completed within 385 days from the Standard Contract date.

Part B

The contractor shall furnish all necessary labor, supervision, equipment, tools, parts, materials and supplies to provide the services listed below:

- A. The contractor shall recover waste tires from 9 waste tire piles in the Piedmont Region of DEQ. The piles include:

<u>Pile Name and No.</u> <u>(0,1,3,5)</u>	<u>Locality</u>	<u># Tires</u>	<u>Grade</u>	<u>Access</u>
Hardy #041003	Chesterfield	2,000	45%	5
Smith #085050	Hanover Co.	60,000	60%	5
Warwick Swamp #183005	Sussex Co.	2,000	0% (submerged)	5
Carter's Wharf Landing #159006	Richmond Co.	32,500	70%	3
Hutt #193007	Westmoreland	57,875	60%	3
Gillion #193050	"	50,000	60%	3
Arnest #193002	"	18,840	60%	3
Rich/Parker #193003	"	14,850	60%	3
Fantleroy #193004	"	14,400	45%	3

The recovery shall be performed in the sequence listed above.

- B. The contractor shall recover the tires from ravine areas (1 swamp area) where they are currently located, and then transport and stage the tires in an adjacent cleared working area, at the direction of the DEQ Contact Person. The contractor is only to recover the tires, as they will then be processed/removed by another contractor selected through Part A of this IFB. Only tires shall be recovered under this Scope of Work, although the contractor may negotiate with the property owner to remove any other materials, at the property owner's expense and outside the auspices of this Scope of Work and any resulting contract.
- C. The method to be used by the contractor to recover the tires shall be described on the Vendor Data Sheet (Attachment A) and shall be limited to motorized equipment, conveyor systems, drag lines, cranes or manual labor. Cutting or pushing down, or removal of trees at the sites is not permitted, although some trees may be trimmed to expedite equipment placement or usage. Clearing the work area of brush or vegetation shall be held to the absolute minimum necessary to accomplish the Scope of Work.
- D. The owner of each pile will give permission to DEQ for a contractor to go onto the property to perform this Scope of Work. The property owner will not participate in any aspect of this work and will not assume any responsibility or liability for any action taken by the contractor while on his property. The contractor shall be responsible for any damages it causes while on the property. See Special Terms and Conditions (Section V).
- E. The contractor shall have possession of equipment necessary to perform the Scope of Work. The contractor shall have at least 1 year's experience in removing materials or wastes from environments such as at this site.
- F. The contractor shall perform all work in conformance with the Virginia Erosion and Sediment Control Handbook and the Virginia Erosion and Sediment Control Regulations (4 VAC 50). The contractor shall obtain an Erosion and Sediment Control Permit and/or Land Disturbing Permit from each county for each pile before work shall begin. The cost of developing, getting approval and implementing the Permit(s) shall be borne by the contractor. The Erosion and Sediment Control contacts in each locality are listed below:

-Chesterfield County-	Doug Pritchard	(804) 748-1028
-Hanover County-	Ron DiFrancisco	(804) 365-6237
	(E&S plan)	
	David Nunnally	(804) 365-6824
	(disturbance permit)	

-Sussex County-	Andre Greene	(434) 246-5511 Ext. 3080
-Richmond Co.-	Barry Saunders	(804) 333-5460
-Westmoreland Co.-	Fay Dove	(804) 493-0120

The Smith pile in Hanover County (085050) has special conditions, which must be accomplished in the field and accounted for in the E&S Plan. The tires are located in an emergency spillway and at the base of an earthen dam of a 1-acre farm irrigation pond. Any tires actually incorporated into the base of the dam will remain but will be covered with sufficient soil and seeded. Tires in the spillway and at the base of the dam will be removed. After removal, the areas where tires were located will be graded, covered with mesh, and riprap stone shall be placed to prevent erosion.

- G. The contractor shall obtain, prior to beginning work, all required permits and licenses and paying all associated fees, including those described in Paragraph F. The contractor shall pay any penalties resulting from non-compliance with such permits or licenses.
- H. The contractor shall provide all facilities and services required to complete the Scope of Work. This shall include, but not be limited to, power and fuel, utilities, transportation and sanitary facilities at each site. The contractor shall maintain access to each site while conducting the Scope of Work, including repairing any damage as it occurs.
- I. The contractor shall perform the Scope of Work in conformance with all applicable local, state and federal safety and health laws and regulations.
- J. The contractor shall commence work on-site within 20 days after a Commonwealth of Virginia Standard Contract has been executed by the contractor and DEQ. He shall then proceed with the removal work as specified in II.A above. All services shall be completed within 170 days from the Standard Contract date.

III. PREBID CONFERENCE – MANDATORY:

Part A

A mandatory prebid conference for **Part A** of this solicitation will be held at 10:00 a.m. on November 16, 2004, 7th Floor Conference Room, 629 East Main Street, Richmond, VA. Attendance by an authorized representative of each bidder will be required in order to submit a bid in response to this IFB. Following the conference, the DEQ Contact Person is available for a tour of a sample of 5 piles in the metro Richmond area and will be available the rest of the day and the next day if any bidder wishes to view other piles. Viewing of the piles is not a required part of the pre-bid conference, but is highly encouraged.

Part B

A mandatory prebid conference for **Part B** of this solicitation will be held at 10:00 a.m. on November 18, 2004, 7th Floor Conference Room, 629 East Main Street, Richmond, VA. After the office portion of the conference, all bidders shall accompany the DEQ Staff Contact to inspect each of the 9 sites. Travel time and light conditions may necessitate the continuation of the conference until the following day, November 19, 2004, in order that all sites are inspected.

General

The purpose of these conferences is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all bidders having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a bid. Bids will only be accepted from those bidders who are represented at this prebid conference. Attendance at the conference will be evidenced by the representatives' signature on the attendance roster. No one will be admitted after 10:10 a.m.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

IV. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the

Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than

nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:**

Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

- I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A Contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime Contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. Omitted.
- S. Omitted.
- T. **INSURANCE:** By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction

contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the Contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	

\$1,750,000 per occurrence, \$3,000,000 aggregate
(Limits increase each July 1 through fiscal year 2008, as follows:
July 1, 2005 - \$1,800,000, July 1, 2006 - \$1,850,000, July 1, 2007 -
\$1,925,000,
July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the
Code of Virginia.

Insurance/Risk Management

\$1,000,000 per occurrence, \$3,000,000 aggregate

Landscape/Architecture

\$1,000,000 per occurrence, \$1,000,000 aggregate

Legal

\$1,000,000 per occurrence, \$5,000,000 aggregate

Professional Engineer

\$2,000,000 per occurrence, \$6,000,000 aggregate

Surveying

\$1,000,000 per occurrence, \$1,000,000 aggregate

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-

offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders must register in eVA; failure to register will result in the bid being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.
- b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

V. SPECIAL TERMS AND CONDITIONS:

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of

the funds available or which may hereafter become available for the purpose of this agreement.

- C. AWARD OF CONTRACT: An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
- D. BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for 60 days. At the end of the 60 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- E. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- F. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- G. INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- H. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- I. RENEWAL OF CONTRACT: This contract is not renewable.

- J. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- K. SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) businesses. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided.
- L. VENDOR DATA SHEET: The bidder shall complete and include with his bid the Vendor Data Sheet as provided in Attachment 6 (Part A) and Attachment A (Part B).
- M. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

VI. METHOD OF PAYMENT:

A. **Part A**

Requests for payment shall be submitted monthly, using a properly completed Monthly Progress Report and Invoice. See Attachment 5. Payment shall be made based on the tonnage of waste tire material removed, processed and used by the End User each month. Payment shall be made within 30 days of confirmation by DEQ of the contents of the Report.

Part B

Requests for payment shall be submitted monthly, using a properly completed Monthly Progress Report and Invoice, as shown in Attachment B. Payment shall be made on the basis of the percentage of total work accomplished during the month, as determined by the DEQ Contact Person, in consultation with the contractor. Payment shall be made within 30 days of confirmation by DEQ of the contents of the Report.

B. Send all invoices to:

Department of Environmental Quality
Attn: Accounts Payable
P.O. Box 10009
Richmond, Virginia 23240-0009

C. eVA Fees:

This contract will result in one eVA purchase order with the eVA fee based on the total value of the contract. The eVA fee will be assessed and is payable when the purchase order is issued. Any adjustments (increases or decreases) to the purchase order will result in a change order to be issued by the Contract Officer, and the eVA transaction fees will be adjusted automatically.

VII. PRICING SCHEDULE (BID PRICE):

The contractor shall specify his bid price below:

Part A

The bidder shall provide the services specified herein at a bid price of \$_____ per ton of waste tire material processed and utilized by the specified end user.

Part B

The bidder shall provide the services specified herein at a bid price of \$_____ fixed fee for all services in this Scope of Work.

NOTE: A bidder may bid on just Part A, just Part B, or both.

VIII. ATTACHMENTS:

Part A

- 1 - DEQ Regional Offices Map (and regional boundaries)
- 2 - Piedmont Region Clean Sweep Waste Tire Pile Database
- 3 - 9VAC 20-150-40 End Uses of Waste Tires
- 4 – Site Access Agreement
- 5 – Load Ticket, Load Summary Report, and Monthly Progress Report and Invoice
- 6 – Vendor Data Sheet

Part B

- A – Vendor Data Sheet
- B – Monthly Progress Report and Invoice

IFB PART A - ATTACHMENTS

ATTACHMENT 1

DEQ Regional Offices Map (and regional boundaries)

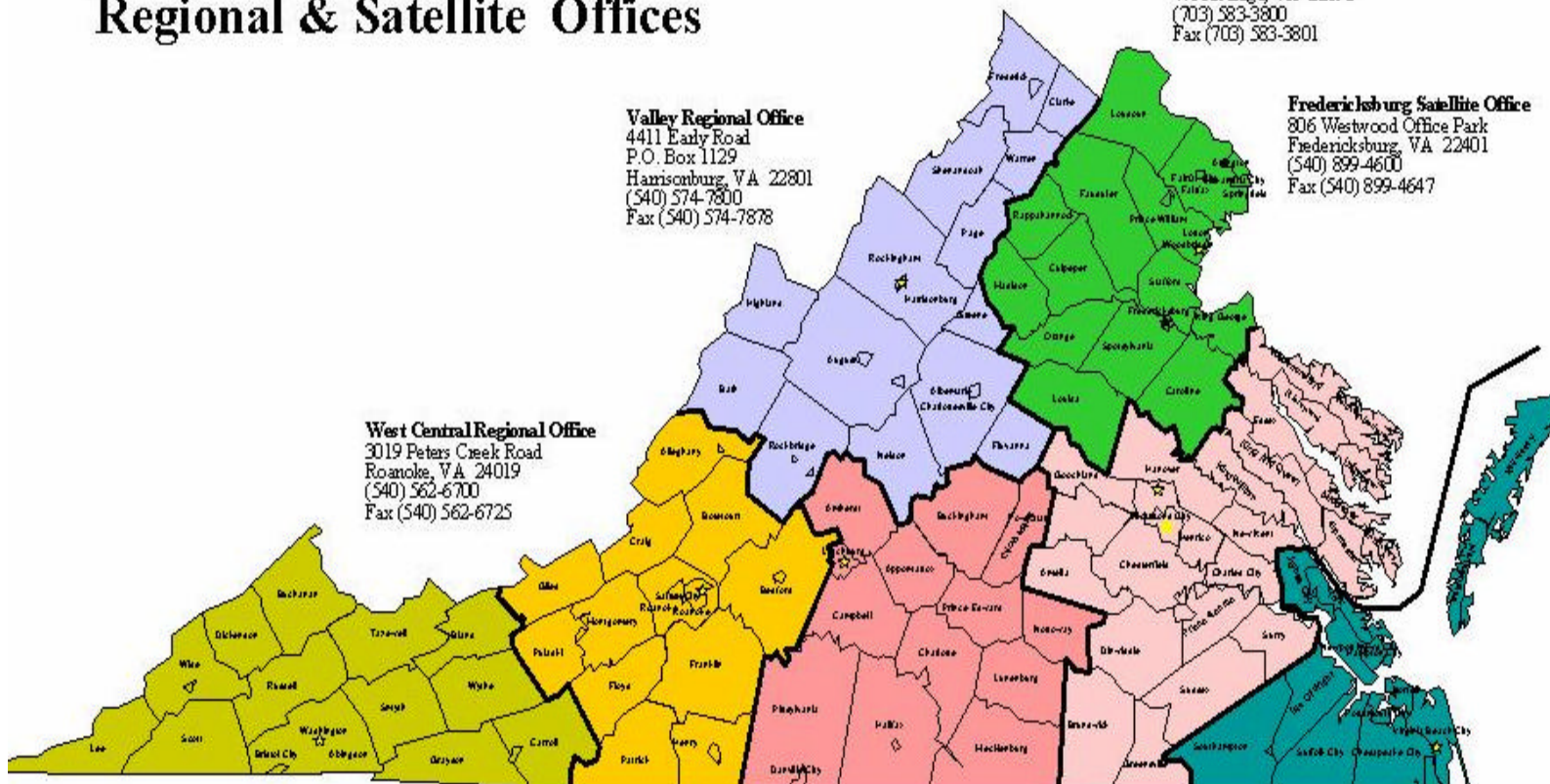
Regional & Satellite Offices

Northern Virginia Regional Office
13901 Crown Court
Woodbridge, VA 22193
(703) 583-3800
Fax (703) 583-3801

Valley Regional Office
4411 Early Road
P.O. Box 1129
Harrisonburg, VA 22801
(540) 574-7800
Fax (540) 574-7878

Fredericksburg Satellite Office
806 Westwood Office Park
Fredericksburg, VA 22401
(540) 899-4600
Fax (540) 899-4647

West Central Regional Office
3019 Peters Creek Road
Roanoke, VA 24019
(540) 562-6700
Fax (540) 562-6725



Southwest Regional Office
355 Deadmore Street
P.O. Box 1688
Abingdon, VA 24210
(276) 676-4800
Fax (276) 676-4899

South Central Regional Office
7705 Timberlake Road
Lynchburg, VA 24502
(434) 582-5120
Fax (434) 582-2125

Piedmont Regional Office
4949-A Cox Road
Glen Allen, VA 23060
(804) 527-5020
Fax (804) 527-5106

Tidewater Regional Office
5636 Southern Blvd.
Virginia Beach, VA 23462
(757) 518-2000
Fax (757) 518-2103

Department of Environmental Quality

ATTACHMENT 2

Piedmont Region Clean Sweep Waste Tire Pile Database

ATTACHMENT 2

						Piedmont Region Clean Sweep Piles.			
									% SLOPE
ID #	COMMON NAME	COUNTY	REGION	No.	REMAINING PILES	PILE LOCATION	% RIMS	% NON-AUTO	SLOPE
007055	Jackson	Amelia	Piedmont	1	5,000	Amelia Co/ 10420 Thompson Land	5%	0%	0%
007003	B & N Salvage	Amelia	Piedmont	1	3,000	Amelia Co/ 13500 Patrick Henry Highway	80%	5%	0%
007056	Taylor	Amelia	Piedmont	1	1,000	Amelia Co/ 7606 Pine Lane	5%	0%	0%
007001	Johnson	Amelia	Piedmont	1	500	Amelia County/19301 Harrison's Road	10%	0%	0%
025003	Central Auto Salvage	Brunswick	Piedmont	1	15,000	Brunswick Co/ Rt 678	90%	0%	0%
025005	Lewis' Garage	Brunswick	Piedmont	1	2,530	Brunswick Co/ Rt 1, 2 mi. S of Rt. 46	50%	0%	0%
036006	Brown Junk Yard	Charles City	Piedmont	1	2,100	Charles City Co/ 9131 Samaria Land	50%	0%	7%
036008	Stallings Farm	Charles City	Piedmont	1	1,000	Charles City Co/ 9120 Louis Tyler Lane	10%	0%	3%
036061	Evans I	Charles City	Piedmont	1	400	Charles City Co/3151 N. Adkins Road	0%	10%	0%
036007	Warriner Road	Charles City	Piedmont	1	500	Charles City Co/ Warriner Road	0%	0%	20%
036005	Bear Island	Charles City	Piedmont	1	400	Charles City Co/ End of Rt. 654		3%	0%
036001	Thorpe	Charles City	Piedmont	1	450	Charles City Co/ Parcel 19-12	0%	0%	12%
036004	Hofmeyer	Charles City	Piedmont	1	300	Charles City Co/ Parcel 16-23	0%	0%	0%
041003	Hardy	Chesterfield	Piedmont	1	2,000	Chesterfield Co/ 1128 W. Hindred Rd WILL REQUIRE A SPECIAL REMOVAL PROJECT	0%	0%	45%
041063	4K Assoc.	Chesterfield	Piedmont	1	500	Chesterfield Co/ 701 Old Hundred Rd	0%	0%	0%
041052	Bowman	Chesterfield	Piedmont	1	12,000	Chesterfield Co/ 1800 Woodpecker Rd	0%	0%	5%
041064	Evans	Chesterfield	Piedmont	1	600	Chesterfied Co/ 11640 River Road	5%	0%	5%
041001	Cheatham	Chesterfield	Piedmont	1	3,000	Chesterfield Co/ 8224 Doss Road	0%	10%	0%
041009	Starview Lane	Chesterfield	Piedmont	1	2,000	Chesterfield Co/ Starview Lane, behind Cloverleaf Mall	20%	5%	0%
041012	Seaboard	Chesterfield	Piedmont	1	300	Chesterfield Co/ Everlake Rd. (Rt 1478)	20%	0%	0%

041013	Morton	Chesterfield	Piedmont	1	101	Chesterfield Co/ Thurston Rd (powerline)	20%	0%	0%
053002	Moody	Dinwiddie	Piedmont	1	68,520	Dinwiddie Co/ 25420 Black Branch Rd	0%	5%	0%
053004	Deckerhoff	Dinwiddie	Piedmont	1	2,543	Dinwiddie Co/ 25019 Cox Road	0%	0%	0%
053001	McAlexander	Dinwiddie	Piedmont	1	2,100	Dinwiddie Co/ Rt 615	0%	0%	5%
057006	Winder/HWY 360	Essex	Piedmont	1	7,700	Essex Co/ Rt 360	0%	1%	20%
057004	Marvin Young's Garage	Essex	Piedmont	1	522	Essex Co/ Young's Garage, Rt 659	25%	0%	0%
073001	Dickey's Auto Salvage	Gloucester	Piedmont	1	6,850	Gloucester Co/ Dickey's Rt. 17	75%	0%	0%
073050	Mileage Tire #2	Gloucester	Piedmont	1	1,000	Gloucester Co/ Rt 17 N, Hayes	20%	0%	0%
075052	Britt	Goochland	Piedmont	1	2,500	Goochland Co/ Caldwell Rd	0%	0%	10%
075003	Perkinsville	Goochland	Piedmont	1	2,000	Goochland Co/ Rt. 635	50%	0%	0%
075001	Shallow Well	Goochland	Piedmont	1	200	Goochland Co/ Shallow Well Road	30%	0%	0%
081008	Dominion Auto Parts	Greensville	Piedmont	1	4,000	Greensville Co/ 130 Courtland Road	50%	0%	0%
081009	Interstate Garage	Greensville	Piedmont	1	3,000	Greensville Co/ 2591 Skippers Road	90%	0%	0%
081003	Fred's Auto Parts	Greensville	Piedmont	1	2,000	Greensville Co/ 703 Courtland Road	15%	0%	0%
081002	Dupree's Garage	Greensville	Piedmont	1	1,100	Greensville Co/ 2455 Skippers Road	25%	0%	0%
081010	Cain's Auto Srvc	Greensville	Piedmont	1	900	Greensville Co/ 63 Campground Road	75%	0%	0%
085005	Al's Auto Parts	Hanover	Piedmont	1	50,000	Hanover Co/ 7487 Industrial Rd	50%	0%	0%
085050	Patrick Smith	Hanover	Piedmont	1	60,000	Hanover Co/ 5259 Studley Rd/	0%	5%	60%
085009	Auditorium Auto Parts, Inc.	Hanover	Piedmont	1	5,000	Hanover Co/ Rt 360	80%	0%	8%
085062	Wood Berry/Fitzgerald	Hanover	Piedmont	1	5,000	Hanover Co/ Woodberry Farm	10%	5%	0%
085056	Hackney	Hanover	Piedmont	1	350	Hanover Co/12134 Doswell Road	90%	0%	5%
085055	Dunn	Hanover	Piedmont	1	350	Hanover Co/8109 Academy Drive, Mechanicsville	5%	0%	5%
087063	Evans II	Henrico	Piedmont	1	1,500	Henrico Co/ 1600 Portugee Road	0%	0%	0%
087056	Buelah	Henrico	Piedmont	1	1,500	Henrice Co/ 6201 Buleah Road	0%	0%	0%
087007	W E Robbins	Henrico	Piedmont	1	400	Henrico Co/ 5424 Boar Swamp Rd.	0%	100%	5%
087066	Curles Neck	Henrico	Piedmont	1	850	Henrico Co/ Rt.5, 2.8 Mi. E of I-295	0%	0%	30%
087053	W E Robbins	Henrico	Piedmont	1	100	Henrico Co/ 3094 Portugee Rd	5%	0%	5%
087065	Oakleys Lane	Henrico	Piedmont	1	200	Henrico Co/ End of Oakleys Lane	0%	10%	0%
097002	Pollard Auto Parts	King & Queen	Piedmont	1	4,765	King & Queen/ Pollard Auto Parts	25%	0%	0%
097005	Ed's Auto Parts	King & Queen	Piedmont	1	4,200	King & Queen/ Ed's Auto Parts/ Rt 360	50%	5%	0%
097003	Noodles Junk Yard	King & Queen	Piedmont	1	5,000	King & Queen/ Noodles Junk Yard	50%	5%	0%
097001	SR 633	King & Queen	Piedmont	1	500	King & Queen / Rt 633	10%	0%	20%
101001	Aylett Tire Inc.	King William	Piedmont	1	1,555	King William/ Aylett Tire/ Rt 600	0%	5%	0%
103006	Dodson's Gar.	Lancaster	Piedmont	1	15,000	Lancaster Co/ Dodson's Garage	75%	0%	3%
103002	Beane	Lancaster	Piedmont	1	1,520	Lancaster Co/ Parcel 16-73	80%	0%	0%
103004	Big L Tire Co.	Lancaster	Piedmont	1	820	Lancaster Co/ Big L Tire	0%	100%	0%
115050	Mathews Salvage	Mathews	Piedmont	1	1,200	Mathews Co/ Rt 626, near Rt 14	60%	0%	0%
115002	Muse Dump	Mathews	Piedmont	1	210	Mathews Co/ Muse dump	50%	0%	0%
119004	Hogge Junk Yard	Middlesex	Piedmont	1	1,000	Middlesex Co/ Hogge Junkyard/ Rt 611	70%	1%	0%
119006	Taylor	Middlesex	Piedmont	1	500	Middlesex Co/Tax Map 37-66	5%	5%	5%

127062	Russell's Auto Parts	New Kent	Piedmont	1	3,500	New Kent Co/3501 New Kent Highway	90%	5%	0%
127008	Gardner	New Kent	Piedmont	1	2,100	New Kent Co/ Off of Rt. 656	0%	0%	0%
127007	Philbates Auto Wrecking, Inc.	New Kent	Piedmont	1	750	New Kent Co/ 16238 New Kent Highway	20%	0%	0%
127002	Golden Wheel Salvage	New Kent	Piedmont	1	300	New Kent/ Rt 1, Box 86/Providence F	50%	0%	0%
127003	Goodall	New Kent	Piedmont	1	275	New Kent Co/ SR 106	0%	0%	10%
133004	Wildy	Northumberland	Piedmont	1	1,200	Northumb Co/ Rt 360 past Horse Head	90%	1%	0%
133002	Warren	Northumberland	Piedmont	1	500	Northumb Co/ Rt 360 @ Callao	0%	0%	20%
133005	Tire Fire Site	Northumberland	Piedmont	1	150	Northumb Co/ Tire Fire Site	0%	2%	5%
730052	Atlantic I & M	Petersburg	Piedmont	1	2,000	Petersburg/ 30 Mill Road	60%	5%	10%
730061	Elder Concrete	Petersburg	Piedmont	1	800	Petersburg/ 26505 Simpson Rd	40%	10%	0%
145002	Morris	Powhatan	Piedmont	1	10,000	Powhatan Co/ Rt 684/Cartersville Rd	20%	0%	5%
149007	Robert Williams	Prince George	Piedmont	1	3,550	Prince George Co/ 4401 Hall Farm Rd	50%	50%	0%
149003	Foreign Cars	Prince George	Piedmont	1	1,000	Prince George Co/ 4401 Hall Farm Rd	50%	5%	0%
149012	Walden Barber Shop	Prince George	Piedmont	1	300	Prince George Co/ 9718 County Dr.	50%	0%	5%
760056	Pear Street	Richmond City	Piedmont	1	10,000	Richmond/ 100 Pear Street	0%	0%	0%
760007	Hickory Hill LF	Richmond City	Piedmont	1	1,000	Richmond/ 3401 Belt Boulevard	0%	0%	0%
760056	Tate	Richmond City	Piedmont	1	150	Richmond/301 Belt Blvd.	5%	0%	0%
159006	Carter's Wharf Landing	Richmond Co.	Piedmont	1	32,500	Richmond Co/ SR 622, Carter's Wharf Landing WILL REQUIRE SPECIAL REMOVAL PROJECT.	10%	5%	70%
159004	SR638	Richmond Co.	Piedmont	1	12,000	Richmond Co/ SR 638	90%	10%	0%
181001	Pooleville	Surry	Piedmont	1	300	Surry Co/ Rt 10 at Pooleville	50%	20%	5%
181050	Pierce	Surry	Piedmont	1	7,500	Surry Co/1458 Carsley Road, Dendron	30%	20%	0%
183009	460 Truck & Auto	Sussex	Piedmont	1	10,000	Sussex Co/ 32517 Walnut Hill Rd	50%	10%	0%
183005	Warwick Swamp	Sussex	Piedmont	1	2,000	Sussex Co/ Warwick Swamp/ WILL REQUIRE SPECIAL PROJECT- TIRES PARTIALLY SUBMERGED	0%	80%	0%
183010	Fred's #3 of 3	Sussex	Piedmont	1	1,000	Sussex Co/Fred's #3 of 3	90%	5%	5%
183006	Fred's #2 of 3	Sussex	Piedmont	1	350	Sussex Co/ Fred's #2 of 3	90%	5%	0%
193007	Hutt Pile	Westmoreland	Piedmont	1	57,875	Westmoreland Co/ SR 621 WILL REQUIRE A SPECIAL PROJECT	0%	5%	60%
193050	Gillion	Westmoreland	Piedmont	1	50,000	Westmoreland Co/ SR 612 WILL REQUIRE SPECIAL PROJECT	10%	5%	60%
193002	Arnest Pile	Westmoreland	Piedmont	1	18,840	Westmoreland Co/ SR 612 WILL REQUIRE A SPECIAL PROJECT	10%	5%	60%
193003	Rich/Parker Pile	Westmoreland	Piedmont	1	14,850	Westmoreland Co/ SR 734/ Rich/Parker WILL REQUIRE A SPECIAL PROJECT	10%	10%	60%
193004	Fantleroy/Carm Church	Westmoreland	Piedmont	1	14,400	Westmoreland Co/ SR 604/ WILL REQUIRE SPECIAL REMOVAL PROJECT	5%	0%	45%
193062	Jeffs Towing	Westmoreland	Piedmont	1	1,000	2825 Baynesville. Rd., Montross (Rt. 642	90%	20%	5%
	TOTALS			91	579,326				

ATTACHMENT 3

9VAC 20-150-40 End Uses of Waste Tires

9VAC20-150-40. End uses of waste tires eligible for reimbursement.

A. The following uses of waste tire materials will be eligible for the reimbursement if the use complies with applicable local ordinances and regulations and the Virginia Solid Waste Management Regulations, 9VAC20-80, or the equivalent regulations in another state. The eligible uses are:

1. Civil engineering applications, which utilize waste tire materials as a substitute for soil, sand, or aggregate in a construction project such as land or surface applications, road bed base and embankments; fill material for construction projects; and daily cover and other substitutions at a permitted solid waste facility if the facility's permit is so modified;
2. Burning of waste tire materials for energy recovery;
3. Pyrolysis; and
4. Products made from waste tire materials such as molded rubber products, rubberized asphalt, soil amendments, playground and horse arena surfacing materials, mulches, mats, sealers, etc.

B. Uses that are not eligible for reimbursement include:

1. Reuse as a vehicle tire;
2. Retreading;
3. Burning without energy recovery; and
4. Landfilling, except use as specified in subdivision A 1 of this section.

ATTACHMENT 4

Site Access Agreement

Site Access Agreement

September 15, 2004

Mr./ Ms. _____

Dear Mr./Ms. _____ :

Later this year, the Virginia Department of Environmental Quality (DEQ) will initiate a new program called **Clean Sweep**, designed to clean up all remaining certified waste tire piles in Virginia with funds provided by the Virginia General Assembly. You have been identified as an owner of one of these piles. Clean Sweep requires no action on your part; a DEQ contractor will come onto your property and process or/and haul away all qualified tires. Your only obligation is to sign this Site Access Agreement.

Accordingly, DEQ seeks your cooperation to cleanup the tire pile located at _____, which is designated as DEQ pile # _____. Since we have not yet completed the contractor selection process, several blanks below are listed as “[TBD]”, indicating To Be Determined. Once the contractor has been selected, we will copy this letter, fill in the blanks and mail it back to you.

[TBD] _____ will be the on-site waste tire contractor conducting the cleanup activities. These activities are to be performed in a timely and professional manner. Prior to any on-site activity involving your property, the contractor will notify you of the time he expects to begin the on-site work.

He will contact you at (_____) _____ - _____. (Please fill in your contact phone number now).

[TBD]
You may contact this contractor at (_____) _____ - _____ to discuss any operational details.

Site Access Agreement

Page 2

September 15, 2004

The contractor will maintain all appropriate on-site safety measures, and will assume full responsibility for the proper processing or removal of all waste tire materials on site. All other waste materials at the site will be your responsibility to manage in accordance with the Virginia Solid Waste Management Regulations (9 VAC 20-80) and any other applicable federal, state or local law, rule or regulation.

Please sign and date this Site Access Agreement in the spaces below giving the DEQ's contractor permission to access your property for the purposes of performing the tire pile cleanup. Please mail the signed agreement to me at:

Virginia DEQ
Waste Tire Program
P.O. Box 10009
Richmond, Va. 23240

Should you have any questions or require additional information, please contact Mr. John Conover, Field Coordinator, on his cell phone at (804) 840-9534. The DEQ appreciates your cooperation in its efforts to protect human health and the environment.

Sincerely yours,

R. Allan Lassiter, Jr.
Manager, Virginia Waste Tire Program

By my signature below, I represent that as an authorized owner of this property, I give the Virginia Department of Environmental Quality's waste tire contractor permission to access the property for the purposes of conducting the waste tire removal services.

Property Owner- Signature

Date

Property Owner – Printed Name

ATTACHMENT 5

Load Ticket, Load Summary Report and Monthly Progress Report and Invoice



CLEAN SWEEP MONTHLY PROGRESS REPORT AND INVOICE (DEQ Form CS-001.1)

Clean Sweep for the Piedmont Region (PRO)

DEQ Contract No. _____

Month _____, 2004/2005

1. Number of Loads of Tires Removed: _____
(Attach All Load Summary Reports for the month.)
2. Total Tonnage of Tire Material Removed: _____
3. Payment: Tons (#2) _____ X \$ _____ (bid price per ton) = \$ _____
4. Locality Progress Report for Each Locality worked in Each Month:
(Specify the status of each pile on database.)

Locality: _____

Piles Numbers: **Status:** Completed Started Not Begun
(List)

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If additional space is needed, use second page)

5. Certification:

I certify that the data above and on Page 2 and the documentation attached are true, accurate and complete.

Signed: _____ for (contractor) _____

Date: _____

RETURN TO: Virginia DEQ, Waste Tire Program, 629 East Main Street, Richmond, VA 23219

TRANS	AGENCY	GLA	FUND		FF Y	PROGRAM			OBJEC T	REVEN UE SOURC E	AMOUNT	PROJECT		
			FUN D	DET		PRO G	SUB	EL E				PROJEC T	TK	PH
334	440		09	06	05	515	01		1418				71756	
COST CODE	FIPS	PSD	AGENCY REFERENCE			INVOICE				DUE DATE		REFERENCE DOC		v
						DATE		NUMBER		M M	DD	YY	NUMBER	SX
202														
DESCRIPTION						CURRENT DOCUMENT		SUBSIDIARY ACCOUNT		MULTI-PURPOSE		CHECK IF EXPENDITURE DISTRIBUTION CONTINUATION SHEETS ARE ATTACHED		



**CLEAN SWEEP MONTHLY
PROGRESS REPORT AND
INVOICE**

PAGE 2
(DEQ Form CS-001.2)

Clean Sweep for the Piedmont Region (PRO)

DEQ Contract No. _____

Month _____, 2004/2005

Locality Progress Report for Each Locality worked in Each Month:
(Specify the status of each pile on database.)

Locality: _____

<u>Piles Numbers:</u> (List)	Status: <u>Completed</u>	<u>Started</u>	<u>Not Begun</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Locality: _____

<u>Piles Numbers:</u> (List)	Status: <u>Completed</u>	<u>Started</u>	<u>Not Begun</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



**CLEAN SWEEP
LOAD TICKET REPORT**
(One for each load of tires removed)
(DEQ Form CS-002)

Clean Sweep for the Piedmont Region (PRO)

DEQ Contract No. _____

Load Ticket #: _____
(Sequentially beginning at 0001.)

1. **Pile Number:** _____ **and Locality:** _____
2. **Date:** _____
3. **Tonnage of waste tire material removed:** _____
(Attach Weight Ticket.)
4. **Scale Owner Location:** _____
5. **Is the pile cleanup complete?** **YES:** _____ **NO:** _____
6. **Certification:**

I certify that the data above and the documentation attached are true, accurate and complete.

Signed: _____ **for (contractor)** _____

Date: _____



**CLEAN SWEEP
LOAD SUMMARY REPORT
(DEQ Form CS-003)**

(Record and Attach each Load Report)

Clean Sweep for the Piedmont Region (PRO)

DEQ Contract No. _____

Month _____, 2004/2005

LOAD TICKET #	DATE	PILE #	TONNAGE
<u>TOTAL # TICKETS</u>			<u>TOTAL # TONS</u>

Certification:

I certify that the data above and the documentation attached are true, accurate and complete.

Signed: _____ *for*
(contractor) _____

Date: _____

ATTACHMENT 6

Vendor Data Sheet IFB Part A

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. **Failure to complete and provide this sheet may result in finding your bid non-responsive.**

- A. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
- B. Vendor's Primary Contact:
Name: _____ Phone: _____
- C. Years in Business: Indicate the length of time you have been in business providing this type of service:
_____ Years _____ Months
- D. Vendor Information:
FIN or FEI Number: _____ (If Company, Corporation or Partnership)
Social Security Number: _____ (If Individual)
- E. Indicate below, a listing of at least 4 accounts, either commercial or governmental, that your company is currently servicing, or has recently serviced.
1. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
 2. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
 3. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
 4. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

F. Indicate below at least one project, similar to the Scope of Work in this IFB, performed in the last 12 months.

1. Project Name: _____
Project Location: _____
Owner: _____
Owner Address: _____
Owner Phone Number: _____
Project Dates: Begin: _____ Completion: _____
Describe Project: _____

G. Equipment

Specify the type and description of the tire processing equipment to be used (if shredding is done on site):

If tires are to be transported to a permitted facility, specify the facility, location, and owner information, the type of tire processing equipment and permit number:

Describe the other types of equipment (loading, etc.), transportation and staffing available to the bidder to accomplish this Scope of Work:

H. End User Information

Specify below the name and location of the end user and the type of end use. Also attach a copy of the agreement with the end user:

I. Scales

Specify the scales to be use to the weigh the loads of tires or waste tire materials:

Name, location, address and phone number of scales:_____

Date last certified by VDACS:_____

Name and VDACS Registration Number of Public Weighmaster: _____

I certify the accuracy of this information.

Signed:_____ Title: _____ Date: _____

IFB PART B – ATTACHMENTS

ATTACHMENT A

Vendor Data Sheet IFB Part B

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. **Failure to complete and provide this sheet may result in finding your bid non-responsive.**

- A. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
- B. Vendor's Primary Contact:
Name: _____ Phone: _____
- C. Years in Business: Indicate the length of time you have been in business providing this type of service:
_____ Years _____ Months
- D. Vendor Information:
FIN or FEI Number: _____ (If Company, Corporation or Partnership)
Social Security Number: _____ (If Individual)
- E. Indicate below, a listing of at least 4 accounts, either commercial or governmental, that your company is currently servicing, or has recently serviced.
1. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
 2. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
 3. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
 4. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

F. Indicate below at least one project, similar to the Scope of Work in this IFB, performed in the last 12 months.

1. Project Name: _____
Project Location: _____
Owner: _____
Owner Address: _____
Owner Phone Number: _____
Project Dates: Begin: _____ Completion: _____
Describe Project: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT B

Monthly Progress Report and Invoice

Clean Sweep Recovery Projects for the Piedmont Region (PRO)

DEQ Contract No. _____

Month _____, 2004/2005

1. Status of Each Pile:

<u>Pile Number</u>	<u>Percent Completion</u>
041003	_____ %
085050	_____ %
183005	_____ %
159006	_____ %
193007	_____ %
193050	_____ %
193002	_____ %
193003	_____ %
193004	_____ %

2. Overall Percentage of Work Completed: _____ %

3. Payment: Overall Percentage (#2) X \$_____ (Bid Price) =
\$_____ Payment Amount

4 Certification:

I certify that the data above are true, accurate and complete.

Signed _____

Date: _____